

Debra S. Turetsky (DT-7189)  
REED SMITH LLP  
599 Lexington Avenue, 28th Floor  
New York, NY 10022  
Telephone: 212-521-5400  
Facsimile: 212-521-5450  
[dturetsky@reedsmith.com](mailto:dturetsky@reedsmith.com)

and

Stephen T. Bobo (IL No. 6182054)  
Ann E. Pille (IL No. 6283759)  
REED SMITH LLP  
10 South Wacker Drive, 40<sup>th</sup> Floor  
Chicago, Illinois 60606  
(312) 207-1000 (telephone)  
(312) 207-6400 (facsimile)  
[aterras@reedsmith.com](mailto:aterras@reedsmith.com)  
[apille@reedsmith.com](mailto:apille@reedsmith.com)

*Counsel to Infineon Technologies AG and Infineon  
Technologies North America Corp.*

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re	) Chapter 11 Case No. 09-50026 (REG)
	) (Jointly Administered)
GENERAL MOTORS CORP., <i>et al.</i> ,	)
	)
Debtors.	)
	)

**JOINT LIMITED OBJECTION OF INFINEON TECHNOLOGIES  
NORTH AMERICA CORP. AND INFINEON TECHNOLOGIES  
AG TO THE NOTICE OF (I) DEBTORS' INTENT TO ASSUME AND  
ASSIGN CERTAIN EXECUTORY CONTRACTS, UNEXPIRED LEASES OF  
PERSONAL PROPERTY, AND UNEXPIRED LEASES OF NONRESIDENTIAL  
REAL PROPERTY AND (II) CURE AMOUNTS RELATED THERETO**

Infineon Technologies North America Corp. ("NAC") and Infineon Technologies AG  
("AG" and, together with NAC, "Infineon"), by their undersigned counsel Reed Smith LLP,  
hereby object on a limited basis to the Notice of (i) Debtors' Intent to Assume and Assign

Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (ii) Cure Amounts Related Thereto (the “Notice”). In support thereof, Infineon states as follows:

1. On June 5, 2009, the above-captioned debtors and debtors-in-possession (the “Debtors”) filed the Notice, wherein they gave notice to certain creditors of, *inter alia*, the procedure for objecting to any proposed assumption or assignment of executory contracts and unexpired leases. On June 10, 2009, Infineon received copies of the same via mail together with user identification information and passwords to verify the status of Infineon’s alleged executory contracts with the Debtors through the website [www.contractnotices.com](http://www.contractnotices.com) (the “Website”).<sup>1</sup>

2. The information provided on the Website for NAC identifies what appears to be a single contract recognized only as “5716-00013593” (the “Alleged NAC Contract”). The Website provides no GM Contract ID for the Alleged NAC Contract and no proposed cure amount is provided.

3. The limited information provided on the Website with respect to the Alleged NAC Contract does not permit NAC to reconcile the Alleged NAC Contract with any executory contract NAC is aware it may have with the Debtors. Further, NAC’s attempts to obtain additional information about the Alleged NAC Contract through communications with the helpline and Debtors’ counsel have been unsuccessful. As such, NAC objects to any assumption or assignment of the Alleged NAC Contract on the bases that it: (a) lacks sufficient information to identify the Alleged NAC Contract, and (b) is unaware if the Alleged NAC Contract may be assumed and assigned by the Debtors under Section 365 of the Bankruptcy Code. NAC reserves

---

<sup>1</sup> By agreement, the Debtors have extended Infineon’s deadline to object to the Notices until 5:00 p.m. EST on June 22, 2009.

its rights to assert additional objections to the assumption of the Alleged NAC Contract in the event the Debtors provide additional information that would permit NAC to reconcile the same with any known contract between the Debtors and NAC.

4. The Website also appears to identify a single alleged contract for AG, identified by Row ID 5716-00094575 and GM Contract ID TCS26445. As with the Alleged NAC Contract, the Website provides no proposed cure amount with respect to this alleged contract.

5. Infineon has been able to reconcile the number TCS26445 with an existing purchase order (the "Purchase Order") which it believes was entered into by the Debtors and NAC. Infineon, however, objects to the proposed assumption of the Purchase Order to the extent that the Debtors allege that the terms and conditions provided on the Purchase Order constitute the actual terms and conditions governing Infineon's relationship with the Debtors. Specifically, Infineon asserts that those terms and conditions have been modified by the course of conduct of Infineon and the Debtors or otherwise, and Infineon reserves the right to assert that the terms and conditions listed on the Purchase Order are not the controlling terms and conditions related to the Purchase Order and/or any contract between Infineon and the Debtors. In addition, Infineon objects to the Notice to the extent that it fails to provide any proposed cure amount related to the Purchase Order.

6. As with the Alleged NAC Contract, Infineon has contacted the Debtors' counsel and the hotline identified in the Notice in order to obtain additional information about the contemplated assumption and assignment of the Purchase Order, but has been unable to obtain any meaningful response. Infineon reserves the right to supplement this objection in the event that any additional information provided by the Debtors in the future compels it to do so.

DATED this 22nd day of June, 2009.

/s/ Debra S. Turetsky

Debra S. Turetsky (DT-7189)

REED SMITH LLP

599 Lexington Avenue, 28th Floor

New York, NY 10022

Telephone: 212-521-5400

Facsimile: 212-521-5450

Email: dturetsky@reedsmith.com

-and-

Stephen T. Bobo

Ann E. Pille

REED SMITH LLP

10 South Wacker Drive, 40th Floor

Chicago, IL 60606

Telephone: 312-207-1000

Facsimile: 312-207-6400

Email: sbobo@reedsmith.com

apille@reedsmith.com

*Counsel to Infineon Technologies AG and  
Infineon Technologies North America Corp.*

**CERTIFICATE OF SERVICE**

I, Debra S. Turetsky, hereby certify that on June 22, 2009, I caused a copy of the Joint Limited Objection of Infineon Technologies North America Corp. and Infineon Technologies AG to the Notice of (i) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (ii) Cure Amounts Related Thereto (the "Objection") to be filed in the above-captioned proceeding. Notice of this filing was sent automatically, via the Court's CM/ECF system to all parties that have filed an electronic appearance in these proceedings. In addition, on June 22, 2009, prior to 5:00 p.m. EST, I caused a copy of the Objection to be served on the following parties via facsimile:

Debtors, c/o General Motors Corporation  
Cadillac Building  
30009 Van Dyke Avenue  
Warren, Michigan 48090-9025  
Attn: Warren Command Center, Mailcode  
480-206-114  
Facsimile: (248) 312-7919

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
Attn: Harvey Miller  
Stephen Karotkin  
Joseph Smolinsky  
Facsimile: (212) 310-8007

U.S. Treasury  
1500 Pennsylvania Avenue NW, Room 2312  
Washington DC 20220  
Attn: Matthew Feldman  
Facsimile: (202) 622-6415

Cadwalader, Wickersham & Taft LLP  
One World Financial Center  
New York, NY 10281  
Attn: John J. Rapisardi  
Facsimile: (212) 504-6666

Vedder Price, P.C.  
1633 Broadway  
New York, NY 10019  
Attn: Michael J. Edelman  
Michael L. Schein  
Facsimile: (212) 407-7799

Office of the United States Trustee  
33 Whitehall Street, 21<sup>st</sup> Floor  
New York, NY 10004  
Attn: Diana G. Adams  
Andrew D. Velez-Rivera  
Brian Shoichi Masumoto  
Facsimile: (212) 668-2256

Kramer Levin Naftalis & Frankel LLP  
1177 Avenue of the Americas  
New York, NY 10036  
Attn: Gordon Z. Novod  
Facsimile: (212) 715-8182